

SERFF Tracking Number: SALA-126258925 State: Arkansas  
 Filing Company: SunAmerica Annuity and Life Assurance Company State Tracking Number: 43198  
 Company Tracking Number: ASE-6207-J (7/09)  
 TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium  
 Product Name: Endorsement  
 Project Name/Number: Investment Amount/

## Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company

Product Name: Endorsement SERFF Tr Num: SALA-126258925 State: Arkansas  
 TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 43198  
 Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASE-6207-J (7/09) State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Authors: Tina Smith, Aly Lopez Disposition Date: 08/17/2009  
 Date Submitted: 08/11/2009 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:  
 State Filing Description:

## General Information

Project Name: Investment Amount Status of Filing in Domicile: Authorized  
 Project Number: Date Approved in Domicile:  
 Requested Filing Mode: Domicile Status Comments: Our domicile state, Arizona, exempts the filing per A.R.S. 20-1110.F and R20-6-218.  
 Explanation for Combination/Other: Market Type: Group  
 Submission Type: New Submission Group Market Size: Small  
 Overall Rate Impact: Group Market Type: Discretionary  
 Filing Status Changed: 08/17/2009 Explanation for Other Group Market Type:  
 Deemer Date: State Status Changed: 08/17/2009  
 Submitted By: Tina Smith Created By: Tina Smith  
 Corresponding Filing Tracking Number: ASE-6207-J (7/09)

### Filing Description:

The submitted endorsement is a new form and will not replace any form previously approved by your Department.

The endorsement is similar to endorsement form ASE-6207 (8/04) which was approved by your Department on 10/8/04. The change from the approved version is the deletion of the Rights of Accumulation as related contracts that the owner

<i>SERFF Tracking Number:</i>	<i>SALA-126258925</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>SunAmerica Annuity and Life Assurance</i>	<i>State Tracking Number:</i>	<i>43198</i>
	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>ASE-6207-J (7/09)</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Endorsement</i>		
<i>Project Name/Number:</i>	<i>Investment Amount/</i>		

has with us is not part of the calculation of the investment amount. Appropriately, we have also deleted the phrase "eligible related contracts" from this endorsement. We have appropriately titled as "Investment Amount" the section on how the owner's investment amounts are calculated and what constitutes an investment amount.

We have provided you with a redline version for ease in locating the changes.

We certify than other than the mentioned redline changes the endorsement verbiage remains unchanged compared to the mentioned approved version.

This endorsement when approved may also be used with other approved contracts when appropriate.

## Company and Contact

### Filing Contact Information

Tina Smith, Contract Analyst III	tsmith@sunamerica.com
1999 Ave of the Stars	800-871-2000 [Phone] 6209 [Ext]
37th Floor	310-772-6569 [FAX]
Los Angeles, CA 90067	

### Filing Company Information

SunAmerica Annuity and Life Assurance Company	CoCode: 60941	State of Domicile: Arizona
1999 Ave of the Stars	Group Code:	Company Type: Annuity
37th Floor	Group Name: AIG	State ID Number:
Los Angeles, CA 90067	FEIN Number: 86-0198983	
(800) 871-2000 ext. [Phone]		

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$20.00
Retaliatory?	No
Fee Explanation:	\$20.00 per rider
Per Company:	No



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	<i>Variable and Variable</i>		
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## **Correspondence Summary**

### **Dispositions**

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved- Closed	Linda Bird	08/17/2009	08/17/2009

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*Variable and Variable*  
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## **Disposition**

Disposition Date: 08/17/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



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## Form Schedule

### Lead Form Number: ASE-6207-J (7/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ASE-6207-J (7/09)	Certificate Amendment, Insert Page, Endorsement or Rider	Endorsement	Initial		50.300	ASE-6207-J (7-09) .pdf

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	<i>Variable and Variable</i>		
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## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification		
<b>Comments:</b>			
<b>Attachment:</b>			
C of R.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application		
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Life & Annuity - Acturial Memo		
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Redline version		
<b>Comments:</b>			
<b>Attachment:</b>			
ASE-6207 (7-09) REDLINE VERSION.pdf			

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**  
**1 SunAmerica Center**  
**Los Angeles, CA 90067-6022**

**CERTIFICATION OF READABILITY**

This is to certify that the form(s) listed below is/are in compliance with the Flesch Readability Score

**A. Option Selected**

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the Policy are indicated below.

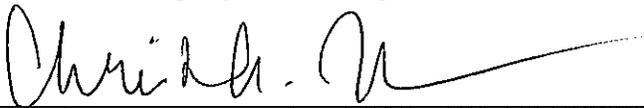
Forms and Form Numbers to which Certificate is applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Endorsement	ASE-6207-J (7/09)	50.3

**B. Test Option Selected**

- 1. Test was applied to entire policy form(s).
- 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

Signed for the Company at Los Angeles, California on 8/11/09.



Christine A. Nixon, Senior Vice President and Secretary

**AIG-SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**

**ENDORSEMENT**

Notwithstanding any provision in the Contract or Certificate ("Contract") to the contrary, this Endorsement becomes a part of the Owner's or Participant's ("Owner") Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

The following provisions under the **CHARGES AND DEDUCTIONS** provisions in the Contract are modified to read as follows:

**SALES CHARGE**

A Sales Charge is deducted from each Gross Purchase Payment. The Sales Charge equals a percentage of each Gross Purchase Payment and varies based upon the Owner's investment amount, as described below, at the time each Gross Purchase Payment is made. The Sales Charge Schedule is shown on the Contract Data Page.

**INVESTMENT AMOUNT**

On the Contract Date, the Owner's investment amount is the initial Gross Purchase Payment.

The Owner's investment amount at the time any subsequent a Gross Purchase Payment is made into the Contract is the greater of: ~~(a) Your investment amount as defined below under the Rights of Accumulation provision;~~ or ~~(b) any additional investment commitments secured by a Letter of Intent as defined in the Letter of Intent provision below.~~

**RIGHTS OF ACCUMULATION**

At the time a subsequent Gross Purchase Payment is made into the Contract, the Owner's investment amount under this Rights of Accumulation provision is the sum of:

- (1) That subsequent that Gross Purchase Payment; and
  - (2) The higher the Contract Value of:
    - (a) The this Contract Value on the date that subsequent Gross Purchase Payment is received, or;
    - (b) The sum of all previous Gross Purchase Payments made into; and (3) the
- Contract less any Withdrawals.

~~Value of eligible, related contracts which You must notify, and the Joint Owner, if any, own. You or Your financial representative must notify Us of any eligible, related contracts, as discussed in (3) above, each time You make a Gross Purchase Payment in order to ensure that the receive any applicable reduction in Sales Charge is applied. We will not retroactively reduce Sales Charges if other contracts subsequently become eligible. We reserve the right to modify the calculation of the investment amount, suspend, or terminate the Rights of Accumulation provision at any time.~~

**LETTER OF INTENT**

The Letter of Intent is Your commitment to invest a certain amount over a [13-month] period, subject to Company restrictions. Gross Purchase Payments made into Your Contract, ~~[and to eligible related contracts,]~~ within [90 days] prior to the start of the [13-month] period (but not prior to the issue date of this Contract) may count towards meeting Your investment goal and qualify for a reduced Sales Charge, if applicable. If prior ~~Gross Purchase Payments~~ purchase payments are used to satisfy Your investment goal, the Letter of Intent start date will be backdated, up to a maximum of [90 days], to the receipt of that earliest prior ~~Gross Purchase Payment~~ purchase payment. If You do not satisfy the conditions of Your Letter of Intent by the end of the [13-month] period, or if You

surrender or annuitize the Contract prior to satisfying the investment goal, We will deduct from Your Contract Value the difference between (1) and (2) where:

- (1) is the appropriate Sales Charge based on the actual amount of Gross Purchase Payments made to this Contract ~~[and eligible related contracts]~~ during the [13-month] period; and
- (2) is the Sales Charge that was actually deducted.

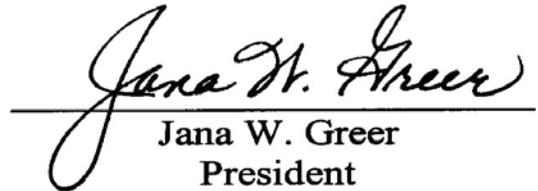
The adjustment will be based entirely on the actual amount of Gross Purchase Payments made to the Contract ~~[and eligible related Contracts]~~ during the [13-month] period, whether or not the original Sales Charge was based on the investment amount using the Letter of Intent ~~or Rights of Accumulation~~. No adjustment will be made if ~~You die the contract holder dies~~ prior to meeting the investment goal of the Letter of Intent. If You exceed Your investment goal, We will not retroactively reduce Sales Charges. We reserve the right to modify, suspend, or terminate the Letter of Intent provision at any time.

All other terms and conditions of the Contract remain unchanged. Signed for the Company at Los Angeles, California, to be effective as of the Contract Date.



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**Mallery L. Reznik**  
**Senior Vice President**



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**Jana W. Greer**  
**President**

# SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

## ENDORSEMENT

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Endorsement becomes a part of the Owner’s or Participant’s (“Owner”) Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

The following provisions under the **CHARGES AND DEDUCTIONS** provisions in the Contract are modified to read as follows:

### **SALES CHARGE**

A Sales Charge is deducted from each Gross Purchase Payment. The Sales Charge equals a percentage of each Gross Purchase Payment and varies based upon the Owner’s investment amount, as described below, at the time each Gross Purchase Payment is made. The Sales Charge Schedule is shown on the Contract Data Page.

### **INVESTMENT AMOUNT**

On the Contract Date, the Owner’s investment amount is the initial Gross Purchase Payment.

The Owner’s investment amount at the time any subsequent Gross Purchase Payment is made into the Contract is the greater of Your investment amount as defined below; or any additional investment commitments secured by a Letter of Intent as defined in the Letter of Intent provision below.

At the time a subsequent Gross Purchase Payment is made into the Contract, the Owner’s investment amount is the sum of:

- (1) That subsequent Gross Purchase Payment; and
- (2) The higher of:
  - (a) The Contract Value on the date that subsequent Gross Purchase Payment is received, or:
  - (b) The sum of all previous Gross Purchase Payments made into the Contract less any Withdrawals.

You must notify Your financial representative each time You make a Gross Purchase Payment in order to ensure that the applicable reduction in Sales Charge is applied. We reserve the right to modify the calculation of the investment amount at any time.

### **LETTER OF INTENT**

The Letter of Intent is Your commitment to invest a certain amount over a [13-month] period, subject to Company restrictions. Gross Purchase Payments made into Your Contract, within [90 days] prior to the start of the [13-month] period (but not prior to the issue date of this Contract) may count towards meeting Your investment goal and qualify for a reduced Sales Charge, if applicable. If prior Gross Purchase Payments are used to satisfy Your investment goal, the Letter of Intent start date will be backdated, up to a maximum of [90 days], to the receipt of that earliest prior Gross Purchase Payment. If You do not satisfy the conditions of Your Letter of Intent by the end of the [13-month] period, or if You surrender or annuitize the Contract prior to satisfying the investment goal, We will deduct from Your Contract Value the difference between (1) and (2) where:

- (1) is the appropriate Sales Charge based on the actual amount of Gross Purchase Payments made to this Contract during the [13-month] period; and
- (2) is the Sales Charge that was actually deducted.

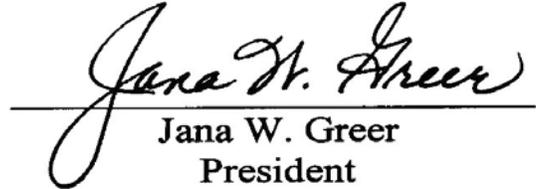
The adjustment will be based entirely on the actual amount of Gross Purchase Payments made to the Contract during the [13-month] period, whether or not the original Sales Charge was based on the investment amount using the Letter of Intent. No adjustment will be made if You die prior to meeting the investment goal of the Letter of Intent. If You exceed Your investment goal, We will not retroactively reduce Sales Charges. We reserve the right to modify, suspend, or terminate the Letter of Intent provision at any time.

All other terms and conditions of the Contract remain unchanged. Signed for the Company at Los Angeles, California, to be effective as of the Contract Date.



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**Mallery L. Reznik**  
**Senior Vice President**



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**Jana W. Greer**  
**President**